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12 *Attorneys for HASELECT-Medical Receivables
13 Litigation Finance Fund International SP*

14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re:

17 **INFINITY CAPITAL MANAGEMENT, INC.**

18 Debtor.

19 Case No. 21-14486-abl

20 Chapter 7

21 **HASELECT-MEDICAL RECEIVABLES
22 LITIGATION FINANCE FUND
23 INTERNATIONAL SP,**

24 Plaintiff,

25 Adversary Case No. 21-01167-abl

26 v.
27 **TECUMSEH-INFINITY MEDICAL
28 RECEIVABLES FUND, LP,**

29 Defendant.

30 **STIPULATION REGARDING
31 SERVICING AND COLLECTION
32 OF ACCOUNTS RECEIVABLE**

33 **TECUMSEH-INFINITY MEDICAL
34 RECEIVABLES FUND, LP,**

35 Counter-Claimant,

36 v.
37 **HASELECT-MEDICAL RECEIVABLES
38 LITIGATION FINANCE FUND
39 INTERNATIONAL SP**

40 Counter-Defendants.

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1 HASELECT-MEDICAL RECEIVABLES
 2 LITIGATION FINANCE FUND
 3 INTERNATIONAL SP,

4 v.
 5 Counter-Claimant,

6 TECUMSEH-INFINITY MEDICAL
 7 RECEIVABLES FUND, LP,

8 Counter-Defendant.

9

10 **STIPULATION REGARDING SERVICING AND COLLECTION OF**
 11 **ACCOUNTS RECEIVABLE**

12 HASelect-Medical Receivables Litigation Finance Fund International SP (“HASelect”)
 13 and Tecumseh-Infinity Medical Receivable Fund, LP’s (“Tecumseh”), by and through their
 14 respective undersigned counsel, hereby stipulate and agree as follows:

15 A. Debtor Infinity Capital Management, Inc. (“Debtor” or “Infinity”) filed its voluntary
 16 chapter 7 petition in the United States Bankruptcy Court for the District of Nevada (the “Bankruptcy
 17 Court”) on September 14, 2021 (the “Petition Date”), commencing the above-referenced, chapter 7
 18 bankruptcy case, (the “Bankruptcy Case”).

19 B. Shortly after the Petition Date, a dispute arose between HASelect and Tecumseh
 20 regarding their respective claims to certain accounts receivable that are identified in documents
 21 filed in the Bankruptcy Case at ECF Nos. 201-1 and 201-2 (the “Portfolio”).¹

22 C. The above-referenced dispute resulted in the filing the instant Adversary
 23 Proceeding by HASelect on October 19, 2021. Tecumseh subsequently asserted counterclaims
 24 against both HASelect and Chapter 7 Trustee Robert Atkinson (the “Trustee”), who later asserted
 25 a counterclaim against Tecumseh.

26 D. On or about January 31, 2022, HASelect and Tecumseh (with the consent and
 27 approval of the Trustee) entered into a servicing agreement and escrow agreement with TPL

28

 1 The Portfolio is made up of the accounts receivable described as the “Tecumseh Receivables” in the Sale Order
 2 (defined below) and in the Amended Declaration of Chad Meyer filed in the Bankruptcy Case at ECF No. 201 and, as
 3 such, includes all accounts receivable identified in “Exhibit A” [BK ECF No. 201-1] and, to the extent marked as
 4 assigned to Tecumseh, “Exhibit B” [BK ECF No. 201-2] to such declaration.

1 Claims Management, LLC ("TPL") under which they jointly engaged TPL to service and collect
2 the Portfolio and to hold the proceeds of the Portfolio in escrow pending the final resolution of
3 claims and counterclaims asserted in this Adversary Proceeding.

4 E. On February 11, 2022, the Bankruptcy Court entered an order in the Bankruptcy
5 Case [BK ECF No. 184] (the "Sale Order") approving the sale by the Trustee to HASelect of all
6 rights, title, interests, and claims held by Infinity's bankruptcy estate in the Portfolio, if any, free
7 and clear of all liens, claims, and other encumbrances, excepting only HASelect and Tecumseh's
8 respective claims to the Portfolio.

9 F. On May 23, 2022, the Bankruptcy Court entered an order in this Adversary
10 Proceeding [ECF No. 81] granting a motion brought by the Trustee pursuant to the Sale Order
11 seeking to substitute HASelect to the Trustee's position in this Adversary Proceeding thereby
12 removing the Trustee from this Adversary Proceeding.

13 G. HASelect and Tecumseh enter into this Stipulation to facilitate the servicing and
14 collection of the Portfolio by TPL and to preserve the value of the Portfolio during the adjudication
15 of this Adversary Proceeding.

16 **NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED THAT:**

17 1. The above recitals to this Stipulation are incorporated herein as part of this
18 Stipulation.

19 2. TPL shall be authorized and empowered to take commercially reasonable actions,
20 subject to and as allowed under its agreements with HASelect and Tecumseh, to effectuate the
21 servicing and collection of the Portfolio and to hold the proceeds of the Portfolio in escrow pending
22 the final resolution of all claims and counterclaims asserted in this Adversary Proceeding as
23 contemplated under such agreements.

24 3. Any person obligated as to payment of any account receivable included in the Portfolio
25 shall be authorized and directed to remit payment when due directly to TPL at such location as TPL
26 may instruct.

27 4. TPL shall be authorized to endorse and negotiate any check remitted in payment of

1 any of the account receivable included in the Portfolio, including any check made payable to Infinity,
2 Infinity Health Connection, Infinity Health Solutions, LLC, or Buena Vista Rx.

3 5. HASelect and Tecumseh consent to the entry of an order approving this Stipulation
4 in substantially the same form as Exhibit 1 attached hereto.

5 6. The Bankruptcy Court shall retain jurisdiction to interpret and enforce the provisions
6 of this Stipulation.

7 Dated: June 17, 2022

8 **SHEA LARSEN**

9 /s/ Bart K. Larsen, Esq.

10 BART K. LARSEN, ESQ.

11 Nevada Bar No. 8538

12 *Attorney for HASelect-Medical Receivables
Litigation Finance Fund International SP*

7 Dated: June 17, 2022

8 **AKERMAN LLP**

9 /s/ Michael D. Napoli, Esq.

10 MICHAEL D. NAPOLI, ESQ.

11 *(admitted pro hac vice)*

12 ARIEL E. STERN, ESQ.

13 Nevada Bar No. 8276

14 *Attorneys for Tecumseh–Infinity Medical
15 Receivable Fund, LP*

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18 Las Vegas, Nevada 89134
19 (702) 471-7432

CERTIFICATE OF SERVICE

- 1 1. On June 17, 2022, I served the following document(s): **STIPULATION REGARDING**
2 **SERVICING AND COLLECTION OF ACCOUNTS RECEIVABLE**
- 3 2. I served the above document(s) by the following means to the persons as listed below:

4 a. ECF System:

5 CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON
6 clarisse@nv-lawfirm.com, bknotices@nv-lawfirm.com

7 GERALD M GORDON on behalf of TECUMSEH-INFINITY MEDICAL
8 RECEIVABLES FUND, LP
9 ggordon@gtg.legal, bknotices@gtg.legal

10 GABRIELLE A. HAMM on behalf of TECUMSEH-INFINITY MEDICAL
11 RECEIVABLES FUND, LP
12 ghamm@Gtg.legal, bknotices@gtg.legal

13 MICHAEL D. NAPOLI on behalf of TECUMSEH-INFINITY MEDICAL
14 RECEIVABLES FUND, LP
15 michael.napoli@akerman.com,
16 cindy.ferguson@akerman.com; catherine.kretzschmar@akerman.com; laura.taveras@akerman.com; masterdocketlit@akerman.com; teresa.barrera@akerman.com

17 ARIEL E. STERN on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES
18 FUND, LP
19 ariel.stern@akerman.com, akermanlas@akerman.com

20 b. United States mail, postage fully prepaid:

21 c. Personal Service:

22 I personally delivered the document(s) to the persons at these addresses:

23 For a party represented by an attorney, delivery was made by handing the
24 document(s) at the attorney's office with a clerk or other person in charge, or if no one is in
25 charge by leaving the document(s) in a conspicuous place in the office.

26 For a party, delivery was made by handing the document(s) to the party or
27 by leaving the document(s) at the person's dwelling house or usual place of abode with
28 someone of suitable age and discretion residing there.

29 d. By direct email (as opposed to through the ECF System):

30 Based upon the written agreement of the parties to accept service by email or a court order,
31 I caused the document(s) to be sent to the persons at the email addresses listed below. I did
32 not receive, within a reasonable time after the transmission, any electronic message or other
33 indication that the transmission was unsuccessful.

34 e. By fax transmission:

35 Based upon the written agreement of the parties to accept service by fax transmission or a
36 court order, I faxed the document(s) to the persons at the fax numbers listed below. No
37 error was reported by the fax machine that I used. A copy of the record of the fax

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1 transmission is attached.

2 f. By messenger:

3 I served the document(s) by placing them in an envelope or package addressed to the
4 persons at the addresses listed below and providing them to a messenger for service.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Dated: June 17, 2022.

7 By: /s/ Bart K. Larsen, Esq.

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EXHIBIT 1

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13 *Attorneys for HASELECT-Medical Receivables
Litigation Finance Fund International SP*

14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re:

17 **INFINITY CAPITAL MANAGEMENT, INC.**

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18 **Debtor.**

Chapter 7

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20 **HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP,**

Adversary Case No. 21-01167-abl

21 Plaintiff,

22 v.

23 **TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,**

24
25 **ORDER APPROVING
STIPULATION REGARDING
SERVICING AND COLLECTION
OF ACCOUNTS RECEIVABLE**

26 Defendant.

27
28

1 TECUMSEH-INFINITY MEDICAL
2 RECEIVABLES FUND, LP,

3 Counter-Claimant

4 v.
5 HASELECT-MEDICAL RECEIVABLES
6 LITIGATION FINANCE FUND
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8 Counter-Defendants.

9 HASELECT-MEDICAL RECEIVABLES
10 LITIGATION FINANCE FUND
11 INTERNATIONAL SP,

12 Counter-Claimant,

13 v.
14 TECUMSEH-INFINITY MEDICAL
15 RECEIVABLES FUND, LP,

16 Counter-Defendant.

17 **ORDER APPROVING STIPULATION REGARDING SERVICING AND COLLECTION
18 OF ACCOUNTS RECEIVABLE**

19 The Court, having considered the *Stipulation Regarding Servicing and Collection of*
20 *Accounts Receivable* entered into by and between HASelect-Medical Receivables Litigation
21 Finance Fund International SP (“HASelect”) and Tecumseh-Infinity Medical Receivable Fund,
22 LP’s (“Tecumseh”) and filed in this Adversary Proceeding at ECF No. ____ (the “Stipulation”),
23 and good cause appearing, IT IS HEREBY ORDERED:

24 1. The Stipulation is APPROVED;

25 2. TPL Claims Management, LLC (“TPL”) is hereby authorized and empowered to
26 take commercially reasonable actions, subject to and as allowed under its agreements with
27 HASelect and Tecumseh, to effectuate the servicing and collection of the Portfolio¹ and to hold

28 ¹ The Portfolio is made up of the accounts receivable described as the “Tecumseh Receivables” in the Sale Order [BK ECF No. 184] and in the Amended Declaration of Chad Meyer filed in the Bankruptcy Case at ECF No. 201 and, as such, includes all accounts receivable identified in “Exhibit A” [BK ECF No. 201-1] and, to the extent marked as assigned to Tecumseh, “Exhibit B” [BK ECF No. 201-2] to such declaration.

the proceeds of the Portfolio in escrow pending the final resolution of all claims and counterclaims asserted in this Adversary Proceeding as contemplated under such agreements;

3. Any person obligated as to payment of any account receivable included in the Portfolio is hereby authorized and directed to remit payment when due directly to TPL at such location as TPL may instruct;

4. TPL is hereby authorized to endorse and negotiate any check remitted in payment of any account receivable included in the Portfolio, including any check made payable to Infinity, Infinity Health Connection, Infinity Health Solutions, LLC, or Buena Vista Rx; and

5. This Court shall retain jurisdiction to interpret and enforce the provisions of this Order and the Stipulation.

IT IS SO ORDERED.

#

Respectfully submitted:

SHEA LARSEN

/s/
BART K. LARSEN, ESQ.
Nevada Bar No. 8538

*Attorney for HASelect-Medical Receivables
Litigation Finance Fund International SP*